Louisville Land and Improvement Co., 97 Fed. 723; *Holmes v. Willard*, 125 N. Y. 75. The rule in *Marshall Corporations* 222 is in direct contradiction to the above but does not seem to be supported by reason or authority.

FIRE INSURANCE POLICY—STIPULATION AS TO INCUMBRANCES—EFFECT.—NEHER V. WESTERN ASSURANCE CO., 82 PAC. 166 (WASH.).—*Held*, that where one in possession of personal property encumbered by a chattel mortgage, makes an oral application for insurance thereon, without making any misrepresentations as to his interest and not knowing that the insurance company did not insure mortgage chattels, may recover on a policy for loss, even though it contains a condition that it shall be void if the chattels are encumbered by a mortgage. Root and Crow, JJ., *dissenting*.

Some courts have held that where there was a condition similar to the one above, the insured was precluded from recovering, notwithstanding the fact that the company made no inquiry concerning the interest of the insured; *Waller v. Northern Assurance Co.*, 10 Fed. 232; and they base their decisions upon the principal that it is the duty of the insured to disclose all facts which might influence the company in assuming the risk. *Ins. Co. v. Lawrence*, 2 Pet. 25. But by the great weight of authority the courts say that since the insured seldom sees the policy until the contract is made and he has paid his premium, it is unfair to compel him to be bound by such conditions which are generally more or less technical and hard to understand; *Dooly v. Hanover Ins. Co.*, 16 Wash. 155; also, unless the company makes inquiries, it insures at its peril; *O'Brien v. Ohio Ins. Co.*, 52 Mich. 131; so that, such conditions do not preclude the insured from recovering. *VanKirk v. Citizens' Ins. Co.*, 79 Wis. 627.

INNS—WHAT CONSTITUTES A GUEST.—CRAPO V. ROCKWELL ET AL., 94 N. Y. SUPP. 1122.—Where one stays in a hotel for a period of seventeen months, installs a piano and other heavy furniture, and makes special arrangements with the proprietors, *held*, that she is not such a guest, in the eyes of the law, as to render the innkeeper liable as insurer for damages to her property.

If any one goes to a hotel and rents a room by the month, he is not a guest in a legal sense. *Horner v. Harvey*, 3 N. M.. 197. An innkeeper is not liable as an insurer for the goods of one whose status is that of a boarder merely. *Lusk v. Belote*, 22 Minn. 468. If an inhabitant of a place makes a special contract with an innkeeper for board at his inn, he is a boarder and not a guest. *Norcross v. Norcross*, 53 Me. 163. If a person goes upon a special contract, to board and to sojourn at an inn, he is not, in the sense of the law, a guest, but he is deemed a boarder. *Story on Bailments*, Sect. 447. *Parsons on Contracts*, vol. II, page 152, says: The special contract between the boarder and the master of the house mayb e express or implied, and a length of residence, upon certain terms, might certainly be one circumstance, which, with others, might lead to the inference of such a contract.

INTERSTATE BUSINESS—TELEGRAPH COMPANIES.—WESTERN UNION TELEGRAPH CO. V. HUGHES, 51 S. E. (VA.), 225.—*Held*, that one state may enforce a penalty for delay in the transmission of messages by telegraph between two points within its borders although part of the transmission is across another state and the delay actually occurs in the latter.

This decision following *Lehigh Valley R. Co. v. Pennsylvania*, 145 U. S. 192 adds to the weight of authority. But see *State v. Chicago, St. P. M. & O. R. Co.*, 40 Minn. 267; and *New Orleans Cotton Exchange v. Cincinnati, N. O. & T. P. R. Co.*, 2 Inters. Com. Rep. 289. Where there are connecting carriers the rule is in doubt. *Sternberger v. Railroad Co.* 29 S. C. 510; *Leavell v. West. Union Tel. Co.*, 116 N. C. 211. When the state attempts to "regulate" rates under such circumstances it acts without authority. *Hanley v. Kansas City Southern R. Co.*, 187 U. S. 617.

LIBEL—PRIVILEGE.—PREWITT V. WILSON, 105 N. W. 365 (Ia.).—*Held*, that a defamatory publication concerning a candidate for public office is privileged but only conditionally,

There is a direct conflict of authority on this point. Some courts hold that such publications are to be considered on the same basis as an ordinary writing. *Post Pub. Co. v. Hallans*, 59 Fed. 530; *Root v. King*, 7 Cow. (N. Y.) 613. Others hold that they are conditionally privileged; that is, if made in good faith, even though false, the writer is not liable. *State v. Balch*, 31 Kan. 465; *Marks v. Baker*, 28 Minn. 162. It must not be reckless repetition of a rumor but must be on probable cause. *Burke v. Mascarick*, 81 Cal. 302; *Briggs v. Garrett*, 111 Pa. St. 404. The reason is that each elector has the right to discuss and inform others as to his belief in the fitness or un fitness of the candidate. However, it must be published solely for the purpose of informing other electors or the writer will be liable. *State v. Keenan*, 82 N. W. 792 (Ia.). The ruling in the principal case is, therefore, in accordance with the general rule and prior decisions in Iowa. *Bays v. Hunt*, 60 Ia. 251.

MASTER AND SERVANT—OWNER'S DUTY TOWARD CONTRACTOR'S SERVANT.—STEVENS V. UNITED GAS AND ELECTRIC CO., 60 ATL. 848 (N. H.).—Where servant of an independent contractor, while engaged in erecting a power house for defendant is injured by defectively insulated wires maintained on the premises by the defendant, *held*, that the defendant is liable since he owed him the non-delegable duty of protection from concealed dangers. Young, J. *dissenting*.

The liability here is analogous to that of the owner of real estate who is held responsible for the injuries of those expressly or impliedly invited on his premises. *Johnson v. Spear*, 76 Mich. 139. The relation of master and servant does not subsist between proprietor and a servant of contractor; only that of landowner and invitee. *Thompson, Negligence*, §§ 680, 979; *Huffcut, Agency*, 278. Must warn them of all danger. *Erickson v. Railroad*, 41 Minn. 500, and is responsible if injured by instrumentalities he has furnished. *Coughtay v. Woolen Co.*, 56 N. Y. 124. Although the owner's liability has not been recognized in some cases, where the contractor has full control over the servants and premises. *Reier v. Detroit Steel & Spring Works*, 109 Mich. 244. The owner's responsibility where contractor has such control would be the same as a landlord to his tenant's servant, *Towne v. Thompson*, 68 N. H. 317, except that owner must not contract for a nuisance. *Brannock v. Elmore*, 114 Mo. 55.

MUNICIAL CORPORATIONS—LIABILITY FOR NEGLIGENCE—MAINTENANCE OF SEWERS.—LOCKWOOD V. CITY OF DOVER, 61 ATL. 32, (N. H.).—*Held*, that